

Aim High!, Inc.

Your Address is: 7836 Lone Pine Drive; PMB _____, Golden, CO 80403

Or: 7836 Lone Pine Drive # _____, Golden, CO 80403

Phone: 303.271.1288

email: mail@aimhigh.net

Fax: 303.279.8667

APPLICATION and MASTER SERVICE AGREEMENT FOR MAILBOX RENTAL

This agreement made by and between Aim High!, Inc., affiliates and assigns hereinafter referred to as **AGENT**, and _____ hereinafter referred to as **APPLICANT** who is desirous of renting **BOX NUMBER** _____, shall be governed by these terms to which each party agrees:

1. That by completing this form and PS Form 1583, a copy of which will be furnished to the United States Postal Service (USPS), applicant appoints Agent as agent for the receipt of mail and parcels for a period not to exceed that for which rent has been paid in advance.
2. That Agent shall place in said box all mail received by Agent, for the benefit of Applicant each date that mail is received from the USPS. Once Agent has placed Applicant's mail in the assigned box, the mail shall be deemed to have been delivered, and Agent shall not be responsible for loss, theft, or damage. Agent is not engaged in the delivery of mail and cannot be responsible for failure of the USPS to deliver mail or to deliver mail in a timely fashion or in an undamaged condition.
3. That Applicant may appoint another person or organization to receive mail, and Agent shall assume that possession of the security phrase is evidence of authority to collect mail.
4. That Applicant understands that the relationship of the parties hereto is one of bailment and not landlord and Applicant.
5. The minimum Mailbox rental period shall be no less than twelve (12) months. Mailbox rental fees and forwarding fees are subject to change. All rents are payable in advance together with a security deposit of \$30 to pay for forwarding postage. There will be no prorations or refunds for cancellation of any service. The initial month of service, however, is subject to proration of charges determined by AGENT if rental commencement occurs at a date other than the 1st day of the month.
6. That the Agent may change the MSA from time to time. Applicant will be notified of any such changes by a startup screen describing the changes when Applicant enters Agents website or in writing. By clicking on the "I Agree" button that follows the posted changes or after 30 (thirty) days, Applicant agrees to be bound by the modifications to the MSA
7. That Applicant agrees to allow Agent to forward mail at least once every other month or to make other arrangements with Agent. Applicant further agrees to allow forwarding packages or parcels within seven (7) days of delivery. Packages or parcels left with Agent longer than seven (7) days are subject to a fee of \$1.00 per day per package which can automatically be charged against the deposit or the credit card on file..
8. Applicant will create a password and receive a Mailbox designation during the new account registration process. Applicant is responsible for maintaining the confidentiality of the password and is fully responsible for all activities that occur under the Applicant's password. Applicant agrees to immediately notify AGENT of any unauthorized use of the Applicant's password or Mailbox or any other breach of security.
9. That Applicant agrees to pay all rents in advance by the first day of the anniversary month. Payments made after the fifth of the anniversary month are subject to a late fee. Agent will email a notice of rent and fees due to Applicant's listed email address. No other notice will be required. Failure to pay rent and fees when due may result in disruption or cancellation of services. Agent does not prorate fees and does not provide refunds in the event of cancellation by Applicant. The Applicant acknowledges and agrees that AGENT may hold mail and/or parcels pending payment. Delivery of mail to the Applicant's box past this date will be resumed upon receipt of all amounts due plus a late charge of \$30.00 Arrears one month in duration are subject to immediate termination of service, and AGENT reserves the right to apply the security deposit to cover any past due rents or other fees and charges for this or other services. Applicant hereby subscribes for mail service under the plan. As the Applicant has subscribed for the plan, the Applicant acknowledges and agrees that Applicant shall not be permitted to accumulate in excess of five (5) pounds of mail and/or parcels without taking delivery of the same and paying applicable forwarding charges. If Applicant accumulates more than five (5) pounds of mail and/or parcels, or if a piece of mail is stored in the Applicant Mailbox for a period longer than 60 days, AGENT may exercise its right to: a) generate an automatic shipment sending all the contents of the Applicant Mailbox to his default address with automatic billing and b) if we are unable to automatically bill and receive a verification of successful billing destroy the mail and/or parcels in anyway deemed necessary.
10. That Applicant shall give at least 30 days notice of termination. **Applicant understands that the USPS will neither forward nor return mail without payment, nor will the USPS accept a Change of Address Order.** At termination of service, for any reason, Applicant, if he or she wishes mail forwarded after that date, shall provide Agent with a forwarding address and pay the required fees to cover cost of forwarding mail. In the event Applicant fails to do this, Agent shall handle such mail in accordance with appropriate USPS Domestic Mail Manual regulations. There will be no prorated refund for any cancelled services.
11. That Applicant shall protect, indemnify, and hold harmless Agent against and from any and all claims arising from Applicant's use of the Premises or from the conduct of Applicant's business or from any activity, work or other things

done, permitted or suffered by the Applicant in or about the Premises, and shall further indemnify and hold harmless Agent against and from any and all claims arising from any breach or default in the performance of any obligation on Applicant's part to be performed under the terms of the agreement, or arising from any act or negligence of the Applicant, or any officer, agent or employee of Applicant, and from any cause other than Agent's negligence, and Applicant hereby waives all claims thereof against Agent.

12. That Applicant agrees that Premises shall be used for purposes that comply with all local, state, federal laws and applicable international regulations; and further agrees that no other persons or parties, other than those listed above, shall have mail access to Premises or use thereof. Failure to do so may result in cancellation of service without notice or refund.
13. That notwithstanding the terms outlined above concerning mail delivery, Applicant hereby instructs Agent to accept accountable mail, e.g., registered and certified, on Applicant's behalf acting as Applicant's agent. In consideration for this service and the substantial responsibilities involved therein, Applicant expressly releases Agent from all responsibility for loss, damage, or other disposition of said accountable mail. In accordance with this release, Applicant waives any and all rights of claim against Agent in respect to accountable mail.
14. That Agent will accept C.O.D. mail and parcels on behalf of Applicant only if Applicant has made full advance payment of C.O.D. charges to Agent in a manner acceptable to the delivery service.
15. That information provided by Applicant will be kept confidential and will not knowingly be disclosed without Applicant's prior consent, except for law enforcement or postal operation purposes, in which case Agent intends to cooperate fully. Law enforcement is further clarified to include all city, county, or federal agencies or their representatives.
16. The Applicant recognizes and agrees that mail and parcels shall be deemed delivered upon their placement in the Mailbox assigned to the Applicant, or upon the posting of a notice of availability to the Applicant's e-mail address, and the Applicant expressly relieves and excuses AGENT from any further responsibilities with respect to mail and parcels. The Applicant agrees that it shall use the rented Mailbox for the purpose of receiving mail, parcels, and for procuring other services as may be purchased from AGENT from time to time and shall not use or permit the premises to be used for any other purpose.
17. The term of this Agreement shall be the initial period paid for by the Applicant and any renewal period paid for by the Applicant from time to time. Renewal of this Agreement for additional terms or charges shall be at AGENT's sole discretion.
18. That mail will not be accepted for more than two (2) persons or businesses in a single box, and that each person or business must complete a USPS Form 1583 and provide photo identification. If Applicant consistently receives substantially more mail than can be placed in a single box, Agent reserves the right to require applicant to rent a larger size box, or one or more additional boxes. Applicant further agrees that no hazardous or dangerous material will be delivered to Agent's premises, and that Agent will refuse to accept any such delivery.
19. The Applicant agrees to protect, defend, indemnify and hold harmless AGENT, from and against any and all claims, liabilities, judgments, penalties, losses, costs, damages and expenses (including attorneys' fees and all related costs at all trial and appellate levels, if any, whether or not litigation is instituted) suffered or incurred by AGENT, including, without limitation, any claim for personal injury or property damage, arising from: (a) the Applicant's use or possession of the Mailbox; (b) the failure of the U.S. Postal Service or any commercial courier service to deliver, or to deliver on time, any items (mail, parcels, etc.); (c) damage to or loss of any package, mail or damage to the Mailbox contents by any cause whatsoever; and (d) any violation by Applicant of applicable federal, state or local laws. The indemnified parties under this Section 18 shall include AGENT and its affiliates, subsidiaries, parents, shareholders, successors, assigns, representatives, franchisees, officers, directors, agents and employees.
20. IN NO EVENT SHALL AGENT BE LIABLE FOR ANY DAMAGE TO MAIL AND/OR PARCELS OCCURRING DURING SHIPMENT TO THE APPLICANT. THE APPLICANT ACKNOWLEDGES AND AGREES THAT THE APPLICANT IS FULLY RESPONSIBLE FOR ANY AND ALL CUSTOMS AND/OR NATIONALIZATION FEES, TAXES, OR OTHER CHARGES OF WHATEVER NATURE RELATING TO THE SHIPMENT OF MAIL AND/OR PARCELS TO THE APPLICANT.
21. APPLICANT EXPRESSLY AGREES THAT USE OF THE MAIL SERVICE IS AT APPLICANT'S SOLE RISK. THE MAIL SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AGENT MAKES NO WARRANTY THAT THE MAIL SERVICE WILL MEET USER'S REQUIREMENTS, THAT THE MAIL SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. APPLICANT UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OR FROM AGENT'S WEBSITE IS DONE AT APPLICANT'S OWN DISCRETION AND RISK AND THAT APPLICANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING TO APPLICANT'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.
22. THE APPLICANT HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF AGENT, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM.
23. Any written notice to the Applicant required or permitted hereunder shall be deemed delivered twenty-four (24) hours after posting of such notice to the Applicant's e-mail address, within twenty-four hours (24) after delivery by fax to Applicant's fax number, or at the time personally delivered to the Applicant. In addition to the foregoing, in the event of a termination

notice for cancellation of mail service and/or Mailbox closure by reason of Applicant's abandonment, notice shall also be deemed delivered on the next day after placing in the hands of a commercial courier service, addressed to the Applicant at the Applicant's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.

24. This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado without regard to the conflicts of laws provisions thereof, and the parties consent and stipulate to venue in the state and federal courts in and for Jefferson County, Colorado as to any and all litigation arising hereunder. This section is subject to change should the company relocate its business offices.
25. If any section or any portion of any section of this Agreement shall be construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from this Agreement, but all other sections of this Agreement and the remaining portion of any section which is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect.
26. A failure of either party to enforce at any time any term, provision, or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof.
27. Additional terms and conditions considered a part of this agreement can be reviewed at <http://www.aimhigh.net/ahtc.html>.
28. Applicant agrees to comply fully with USPS regulations as stated in the Domestic Mail Manual (DMM) as applied to the addressing of mail to Applicant.
29. Applicant agrees to provide the Agent with a valid credit card and agrees to allow the Agent to make charges on the card to pay for forwarding mail, renewals and /or a deposit if applicable. The signature on this document will act as authorization for the card listed and any renewals of this card.

Signature below indicates acceptance of all terms of this agreement.

Applicant

Date: _____

Applicant Credit Card

Credit Card Expiration Date

Credit Card Address: City, State and Zip, if different from Applicant address on form 1583.

Agent, Aim High!, Inc.

Date: _____

Term: 1 Year

Rent: \$ _____

Total: \$ _____

Paid through: _____